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REMARKS/ARGUMENTS

Claims 19-51 are pending in this application, and claims 19, 25, 27, 30, 36, 39, 41, 47, and 50 have been amended. These amendments are fully supported by the specification. For at least the reasons stated below, Applicants assert that all claims are in condition for allowance.

CLAIM REJECTIONS UNDER 35 U.S.C. § 103

Claims 19-51 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over Hartheimer et al. (U.S. Patent No. 5,305,200), in view of Ginter et al. (U.S. Patent No. 6,185,683). The cited references, either alone or in combination, do not teach or suggest all the claim limitations as required by MPEP § 2143. Therefore, this rejection is inappropriate and Applicants respectfully request that Examiner withdraw the rejection.

The present invention generally provides for a method for generating a finalized purchase order/invoice, comprising the steps of:

allowing a buyer to select among a plurality of documents associated with a proposed transaction;

allowing the buyer to indicate requirements of trade terms of an agreement relating to the documents selected, wherein the trade terms are presented to a seller on an electronic form via an electronic document platform, such that the electronic form includes a combined purchase order proforma invoice, an electronic transportation document, and an electronic shipping document;

permitting the seller to amend the trade terms on the electronic form;

creating a new version of the electronic form delineating the trade terms upon each amendment;

allowing a negotiation of the trade terms between the buyer and the seller electronically;

generating electronically and displaying the negotiated electronic form detailing the negotiation of the trade terms;

permitting a digital signature of the electronic form detailing the negotiation of the trade terms;

performing a compliance check, wherein the compliance check is triggered automatically in response to the digital signature of the electronic form, and wherein the compliance check includes both checking the combined purchase order proforma invoice against the electronic transportation document and checking the electronic transportation document against the electronic shipping document ; and

initiating payment to the seller only after receiving a verification of credit of the buyer.

At least because the combination of *Hartheimer* and *Ginter* do not teach or suggest every element of every claim, Applicants respectfully requests that Examiner's § 103 rejections be withdrawn.

(a)   The References Fail to Teach or Suggest Generating an Electronic Form, Including a Combined Purchase Order Proforma Invoice, an Electronic Transportation Document, and an Electronic Shipping Document

The present claimed invention recites, *inter alia*, electronically generating a negotiated electronic form, wherein the negotiation process occurs on and terms are presented across an electronic document platform. More specifically, the electronic form includes a combined purchase order proforma invoice, an electronic transportation document, and an electronic shipping document. The cited references, either alone or in combination, fail to teach or suggest these features of the present claimed invention.

In contrast, *Hartheimer* discloses a financial exchange system that uses structured messages to represent each stage in the negotiation between a quoter and a requestor. *See*, abstract. Rather than generating an electronic form that has been electronically negotiated and includes a combined purchase order proforma invoice, an electronic transportation document, and an electronic shipping document, the *Hartheimer* reference merely describes various messages communicated between a quoter and a requestor; *Hartheimer* does not teach or suggest generating the trade terms of an agreement on an electronic form that includes the recited documents, namely a combined purchase order proforma invoice, an electronic transportation document, and an electronic shipping document. *See*, *e.g.*, Col. 3, lines 4-20.

In addition to the failure of *Hartheimer* to teach or suggest these limitations, the combination of *Hartheimer* and *Ginter* also fails to teach or suggest this limitation. *Ginter* generally discloses a system for facilitating the secure delivery of documents and exchange of electronic data. *See*, Abstract. However, nowhere does *Ginter* even mention generating a trade terms of an agreement on an electronic form that includes the recited documents.

For at least this reason, the cited references, each alone or in combination, fail to teach or suggest every element of claims 19-51, and Applicants respectfully request that Examiner's § 103 rejections be withdrawn.

(b)   The References Fail to Teach or Suggest Performing a Compliance Check

The present claimed invention recites, *inter alia*, performing a compliance check, including checking the combined purchase order proforma invoice against the electronic transportation document and checking the electronic transportation document against the electronic shipping document. The cited references, either alone or in combination fail to teach or suggest this feature of the present claimed invention.

In contrast, *Hartheimer* describes a quote provided by a quoter that is either accepted or not accepted by a requestor. *See*, Fig. 3; Col. 5, line 59–Col. 6, line 4. There is no teaching or suggestion in *Hartheimer* of taking an accepted quote and performing the recited compliance checking thereon. Additionally, the combination of *Hartheimer* and *Ginter* also fails to teach or suggest this limitation. *Ginter* discloses a system for facilitating the secure delivery of documents and exchange of electronic data, *see* abstract, but nowhere does the reference even mention the type of claimed compliance check.

For this additional reason, the cited references, each alone or in combination, fail to teach or suggest every element of claims 19-51, and Applicants respectfully request that Examiner's § 103 rejections be withdrawn.

(c)   Claims 26, 37, and 48: The References Fail to Teach or Suggest Filtering the Form's Trade Terms and Outputting the Form with only the Trade Terms

Dependent Claims 26, 37, and 48 of the present invention recite, *inter alia*, filtering the trade terms of the form, and outputting the form with only the trade terms included after filtering. The cited references, either alone or in combination, fail to teach or suggest this feature of the present claimed invention.

In contrast, neither *Hartheimer* nor *Ginter* teach or suggest filtering results. Rather, as previously described, *Hartheimer* does not describe creating any derivative works off of the quote; a single quote is provided by the quoter, and the requestor either accepts or does not accept the quote. There is no teaching or suggestion of subsequently amending or filtering the quote. *Ginter* merely discloses a system for facilitating the secure delivery of documents and exchange of electronic data, but nowhere does the reference even mention filtering transaction data.

Applicants presented substantially similarly arguments in the Amendment dated November 14, 2003. In response, Examiner states:

> ...the Examiner respectfully disagrees since Hartheimer in the abstract, specifically wherein said verifying (or filtering a trade order) whether an order was actually received by the quoter, and also col 2, lines 45-68).

Applicants respectfully demur as to Examiner's interpretation of *Hartheimer*. Specifically, whereas the present claimed invention recites <u>filtering</u> the trade terms from the generated electronic form, *Hartheimer* merely describes "automatically <u>verifying</u> whether an order was actually received by the quoter..." Abstract. The process of <u>verifying</u> data receipt is quite distinct from <u>filtering</u> data; whereas the former generally involves performing a check for the existence of certain data in a data structure, the latter generally involves transforming or sorting data or passing through data that

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matches a specific pattern. Accordingly, Applicants respectfully request that Examiner reconsider
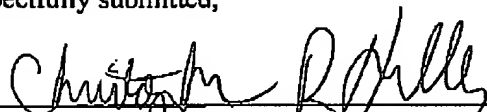this claim limitation.

For this additional reason, the cited references, each alone or in combination, fail to teach or
suggest every element of claims 26, 37, and 48, and Applicants respectfully request that Examiner's
§ 103 rejections be withdrawn.

CONCLUSION

Applicants submit that all pending claims are allowable and respectfully request that a Notice
of Allowance be issued in this case. In the event a telephone conversation would expedite the
prosecution of this application, the Examiner may reach the undersigned at (612) 607-7386. If any
fees are due in connection with the filing of this paper, then the Commissioner is authorized to
charge such fees including fees for any extension of time, to Deposit Account No. 50-1901
(Reference 60021-340001).

Respectfully submitted,

By _____

Christopher R. Hilberg, Reg. No. 48,740
Customer No. 29838

Oppenheimer Wolff & Donnelly, LLP
45 South Seventh St.
Plaza VII, Suite 3300
Minneapolis, MN 55402-1609
Telephone: 612-607-7386
Facsimile: 612-607-7100
E-mail: CHilberg@oppenheimer.com

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